

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON NEW ENGLAND INC., D/B/A VERIZON MAINE

and

MID-MAINE TELPLUS, INC.

This Amendment No. 2 (this "Amendment") is made as of this 30th day of September 2001 (the "Effective Date") by and between Verizon New England Inc., d/b/a Verizon Maine, a New York corporation ("Verizon"), and Mid-Maine TelPlus, Inc., a Maine corporation ("Mid-Maine") to the parties' Interconnection Agreement dated as of September 29, 1999. (Verizon and Mid-Maine may be hereinafter referred to each individually as a "Party" and, collectively, as the "Parties".)

WITNESSETH:

WHEREAS, Verizon and Mid-Maine are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of September 29, 1999, as amended by that certain Amendment No. 1 thereto (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, in addition to those unbundled network elements that Mid-Maine may obtain from Verizon under the Interconnection Agreement, Verizon is prepared to provide to Mid-Maine combinations of such network elements as described herein and in accordance with, but only to the extent required by, Applicable Law;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(A) Combinations. Subject to the provisions in the Interconnection Agreement, availability, technical feasibility, and the conditions set forth in Section 1(B), Verizon shall be obligated to provide combinations of network elements (a “Combination”) to Mid-Maine at any time after the Effective Date, only to the extent provision of such Combinations is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Mid-Maine, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the “Combo Requirements”). Verizon shall make the Combo Requirements publicly available in an electronic form. Subject to the foregoing provisions of this subsection (A), Combinations may include the following:

(1) Unbundled Network Elements – Platform (UNE-P). The platform is a Combination of unbundled network elements comprised of the switch, switch port and loop to the end user location.

(2) Loop/Transport Combinations -- EELs. To the extent that Verizon is required under Applicable Law to convert a special access circuit to a Combination, such Combination shall be comprised of unbundled loop and interoffice dedicated transport network elements, together with multiplexing, if required.

(B) Limitations. Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment, nothing contained in this Amendment shall be deemed to constitute a voluntary agreement by Verizon that a Combination of unbundled network elements identified in this Amendment is (i) a Combination under Applicable Law, or (ii) a Combination that Verizon is required by Applicable Law to provide to Mid-Maine. Nothing contained in the Interconnection Agreement or this Amendment shall limit either Party’s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Maine Public Utilities Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon’s obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(C) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment and subject to the conditions set forth in Section 1(B) of this Amendment, Verizon shall provide access to Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Combinations). Rates for certain Combinations and revised monthly recurring charge rates for Analog Voice Grade Loops, ISDN Digital Grade Loops, DS-1 Compatible Digital Grade Loops and DSL Qualified Loops are set forth in Exhibit A hereto and, as of the Effective Date, shall become part of Exhibit A to the Interconnection Agreement. All rates and/or rate structures set

forth in Exhibit A hereto shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures as may be approved by the Maine Public Utilities Commission and, if appealed, as may be ordered at the conclusion of such appeal, and shall become part of Exhibit A to the Interconnection Agreement.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in herein, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

MID-MAINE TELPLUS, INC.

VERIZON NEW ENGLAND INC., d/b/a
VERIZON MAINE

By:_____

By:_____

Printed:_____

Printed: Jeffrey A. Masoner

Title:_____

Title: Vice-President – Interconnection
Services Policy & Planning